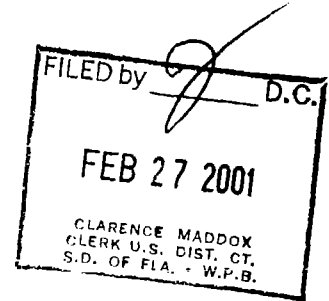


UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA

Case No. 00-6023 CIV-Hurley
Magistrate Lynch



R/S ASSOCIATES, a Florida limited
partnership, and DAN SHOOSTER,
Plaintiffs,

AGREED ORDER

vs.

BOB YARI and FORUM ARLINGTON
PROPERTIES, LTD.,
Defendants.

_____/

This cause came before the Court on the parties' agreement. On January 10, 2001, the parties agreed upon, and authorized their counsel to seek an order memorializing, the resolution of certain issues, concerning existing and future signage and the use of the Plaintiffs' trademarks and trade dress at the Festival Discount Mall, which defendant Forum Arlington Properties, Ltd. ("Forum") operates in Arlington, Texas. The Court having been advised of the parties' agreement and otherwise being fully advised in the premises, IT IS ORDERED:

1. The Defendants may use the present "FESTIVAL MARKETPLACE" sign, located at the entrance of the Festival Discount Mall, which is the subject matter of this action, without the Plaintiffs claiming that its use infringes on Plaintiffs' rights. Defendants agree, however, not to erect additional signs, bearing the Festival Marketplace nomenclature, at the Festival Discount Mall.

A handwritten signature in black ink, appearing to be "G. J. B." or similar, located in the bottom right corner of the page.

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2. The Defendants, and their agents, servants, employees, and those acting in concert with and under them shall cease using any and all of the trademarks referred to in paragraph 34A of the Plaintiffs' Amended Complaint within thirty (30) days of January 10, 2001 or by February 8, 2001. *To wit*, Plaintiffs' trademarks or trade dress shall not appear on the physical structures at the Festival Discount Mall or on stationery, pamphlets, memorabilia, memorandum or another other document distributed or prepared by an agent or employee of either the Festival Discount Mall or Defendant Forum.

3. The exterior sign, depicting the shopaholic and the term "Festival," shall be removed from the wall of the Festival Discount Mall or covered within thirty (30) days of January 10, 2001.

4. If a violation of this order that does not involve a sign, print, advertising or broadcast is found, Plaintiff shall notify Defendant, Bob Yari, in writing, and the violation must be corrected within ten (10) days of Mr. Yari's receipt of notification. If the violation is not corrected within ten (10) days of Mr. Yari's receipt of notification, Defendant Forum shall pay Plaintiffs \$50,000 for every period of ten days that the violation continues. So, for example, a violation that continued twenty (20) days after Mr. Yari's receipt of notification would require payment of \$50,000 in liquidated damages, but a violation of nineteen days would not occasion payment of liquidated damages. In addition, irrespective of whether a penalty is incurred, Defendant Forum shall pay Plaintiffs' liquidated damages of \$2,000, representing the initial cost of Plaintiffs' investigation and attorneys' fees, for each occurrence of a violation and an additional \$2,000 so that the Plaintiffs can investigate to insure that the violation has been corrected within ten (10) days.


5. After February 9, 2001, Defendants shall not be entitled to notice and an opportunity to cure infringements of Plaintiffs' trademarks or trade dress involving signs at the Festival Discount Mall.

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6. Plaintiffs shall not seek court sanctions for any violation of the Agreed Order on Plaintiffs' Verified Motion for Temporary Injunctive Relief that occurred between September 1, 2000 and February 9, 2001, nor shall Plaintiffs use such a continuing violation as a ground for an award of damages for infringement.

7. Other than as set forth in this Order, the parties agree that Defendants shall not use the term "Festival Marketplace."

DONE AND ORDERED AT WEST PALM BEACH, FLORIDA, this 26~~th~~ day of February, 2001.


HONORABLE DANIEL T. HURLEY
United States District Court Judge

Copies to: Keith A. Goldbaum, Esquire, 5355 Town Center Road, Suite 801, Boca Raton, Florida 33486; Elaine Johnson James, 1645 Palm Beach Lakes Blvd. Suite 1200, West Palm Beach, Florida 33401

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